STAFFORD irginia

Board of Supervisors

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January 30, 2013

REQUEST FOR QUOTATIONS

RFQ #26132

Requests for Quotations (RFQ #26132) for the Construction of a Porous Pave Patio Area for the Stafford County Department of Public Works will be accepted until **2:00 P.M.**, **Wednesday**, **February 6**, **2013**.

Please be observant of all instructions and specifications. Should any questions arise concerning this Request for Quotes, contact the Purchasing Office at (540) 658-8614.

Stafford County reserves the right to accept or reject, in whole or part, any and all responses and to waive informalities.



STAFFORD COUNTY - PUBLIC CONSTRUCTION A Division of Public Works RFQ #26132

Request For Quotation for construction of a <u>Porous Pave</u> patio area in the common green (quad) area between the County Admin, Heath Department, and the County Courts Buildings. The patio area will be constructed below the slope, under the windows of the ABC Conference room. It is not to affect the sloped area and will be large enough for ten (10) patio tables with chairs and umbrellas (not included in this RFQ). The estimated size of excavation area will be 20'x30' and patio area of 19'x29'. The shaping of the area to be approved by the County.

RFQ specific information	
Date of issuance	1/30/2013
Deadline for delivery of quote	Wednesday, 2:00 P.M., 2/6/2013

Contact persons	
To schedule a site visit	Kathleen Fox - 540-658-7300

Terms	
Delivery term	*See Notes below concerning work hours and dates
Binding period of the quote	30-DAYS
Other terms	Standard Stafford County Contract and/or PO

Delivery address	
	Public Construction
Department name	Division of Public Works
Street address	1300 Courthouse Road
City and Zip	Stafford, VA 22554
Phone number	540-658-7300

Discription of Work	Price (currency)
The system to include a 2" depth of compacted #57 washed bluestone, 42 bags each of rubber and	
aggregate, and 11 pales of binder to create a porous pave patio system. Color to be determined by	
County with submittal from Contractor. The area layout and size will be reviewed and approved by	
County but it must be large enough for 10 patio tables with umbrellas and chairs. <u>Must also meet all</u>	
handicap accessibility requirements.	
*Total for Materials (to include any freight/delivery):	
Disposal fees for approximately 11 tons of soil	
Installation includes but not limited to excavation, construction, hauling, installation of system and	
general cleanup.	
Total Cost to be net and to include	
any and all delivery/freight	
charges TOTAL COST:	

NOTES:

Equipment access to area must be protected from damage including but not limited to grass areas and sidewalks.

Area must be protected for Pedestrians without limiting their access to the Health Department and Courts Buildings.

Access to site during normal business hours or with prior approval Contractor can work over the weekend(s). Work schedule must be provided to the County for approval before work can start.

* Provide information in the form of brochure or website with this quote for the proposed porus pave material that you are proposing to use on this project. Once contract is awarded any change in material must be submitted to and approved by the County.

	Having carefully examined the information/notes above and having visited the site and examined all conditions affecting the work, the undersigned agrees to furnish all labor and material, equipment, and services necessary for the proper and timely completion of the work as required by said documents
COMPANY NAME	
ADDRESS	
COUNTY, STATE, ZIP	
COMPANY REP SIGNATURE	
COMPANY REP PRINTED NAME	
COMPANY REP TITLE	
COMPANY REP PHONE NUMBER	

RETURN COMPLETED RFQ VIA FAX TO 540-658-5370 OR VIA EMAIL TO dhenderson@staffordcountyva.gov If you elect to not provide a price quote please fax sheet to 540-658-5370 marked NO QUOTE

CONSTRUCTION OF A POROUS PAVE PATIO AREA FOR THE STAFFORD COUNTY DEPARTMENT OF PUBLIC WORKS

REQUEST FOR QUOTATIONS

RFQ #26132

- 1. Stafford County Department of Public Works is seeking quotes for the construction of a porous pave patio area for the County of Stafford. All prices are to include delivery.
- 2. Mail, e-mail, fax, or deliver price quotes to the Stafford County Purchasing Office, P.O. Box 339, 1300 Courthouse Road, Stafford Va. 22555-0339, e-mail to dhenderson@staffordcountyva.gov or fax: 504.658.5370.
- 3. Quotes must be received before 2:00 P.M., Wednesday, February 6, 2013.
- 4. Bid prices must be net, based on work to be done at 1300 Courthouse Road, Stafford, VA 22554. Prices shall include all applicable freight and or delivery charges; extra charges will not be allowed.
- 5. Stafford County reserves the right to accept or reject, in whole or in part, any and all Quotes received and to waive informalities.
- 6. Responses are to be binding for sixty (60) calendar days following the receiving time.
- 7. Exceptions to the specifications or general instructions must be in writing and submitted with the response.
- 8. The County will not be responsible for any expense incurred in the preparation of the response.
- 9. The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality to the specific brand, make, manufacturer or specifications named; it is to set forth and convey to prospective Bidders the general style, type, character and quality of article desired, and wherever in Specifications or Contract of article desired, a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship, and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

With respect to acceptance of products, the County shall be the sole judge of compliance with the intent of the specifications.

- 10. Each responder is required to furnish, with their response, catalog cuts and/or descriptive literature, properly labeled with the quote number and the firm's name, with full illustrations and detailed specifications for each item offered as equal to the brand name specified must be identified. In addition, all differences in specifications from the brand name specified must be identified. Descriptive literature is required to establish details as to design, materials, method of manufacture, construction, assembly or operation, as appropriate for the purpose of evaluation and award.
- 11. The County requires that delivery be made at the destination within the shortest time frame possible. Responses shall have a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of a Purchase Order. Indefinite terms such as promptly, stock, etc. will not be given consideration.

The delivery time frame may be a factor in determining the award of equipment.

Deliveries will be made to the various locations between the hours of 8:30 AM and 3:30 PM, Monday through Friday, unless other arrangements have been made.

12. Any questions pertaining to the specifications shall be directed to:

Stafford County Purchasing Office PO Box 339 1300 Courthouse Road Stafford, VA 22555-0339 540.658.8614 dhenderson@staffordcountyva.gov

13. WARRANTY

The Contractor warrants that all materials and work performed by him to be free from all defects whatsoever in materials and workmanship and agrees that for a period of time as specified, any repairs, replacements or adjustments made necessary because of such defects will be made promptly by him without cost to and to the satisfaction of the County.

14. INSURANCE

The Contractor shall maintain insurance to protect the County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

"The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and

to Contractor's employees, Agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by Contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under contracts and specifications pertaining to this project, Stafford County shall require any Vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverage's. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Subcontractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion."

Minimum insurance requirements are as follows:

- 1. Workers' Compensation.
- 2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
- 3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$2,000,000 per occurrence.

Property damage liability insurance shall have limits of \$2,000,000 per occurrence.

The County, its officers and employees shall be named as an "Additional Insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

15. FAITH BASED

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1 or against any Offeror because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

16. HOLD HARMLESS CLAUSE

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding Contract work or on account of any act

or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

17. SAFETY

All Contractors and Subcontractors performing services for the County of Stafford are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

18. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

Stafford County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

19. ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Office upon request. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

20. EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED

Every Contract of over \$10,000 shall include the following provisions: During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

21. DRUG FREE WORKPLACE

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

22. EXEMPTION FROM TAXES

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County of Stafford on request.

23. DEBARMENT

By submitting a Proposal, the Offeror is certifying that he is not currently debarred by the County. The County's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

24. OFFEROR DISCLOSURE

Each Offeror shall certify, upon signing a response, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the contract.

25. RIGHT TO NEGOTIATE

The County of Stafford reserves the right to waive informalities, and to reject any and all Responses. If the Response from the most responsible and responsive Offeror exceeds available funds, the County of Stafford reserves the right to negotiate with the apparent low Offeror to obtain a Contract price within available funds. Such negotiations shall be in accordance with Chapter 7, Code of Virginia.

26. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By accepting an award, the Offeror certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

27. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

28. W-9 FORM

Each Bidder or Offer will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.